

Yakima County



Bid Documents & Specifications For Bid No. C11402

Track-Type Tractors (2) with Blades and Rippers For Yakima County Solid Waste - ER&R

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**City of Yakima/Yakima County Purchasing Division
129 North Second Street
Yakima, Washington 98901
(509) 575-6093**

December 19, 2013

BOARD OF YAKIMA COUNTY COMMISSIONERS NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN by the undersigned that sealed Requests for Bids will be accepted on **Thursday, January 2, 2014 @ 11:00 a.m.**, in the Yakima County Commissioners Office, 128 North Second Street, Room 232, Yakima, Washington for:

**Two (2) or more Track-type Tractors with Blades and Rippers
With a Total Cost Bid for
Yakima County Solid Waste - ER&R**

Bids shall be:

- (1) Sealed.
- (2) Plainly marked: Bid No C11402
- (3) Addressed: Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North Second Street, Room 232
Yakima, Washington 98901
- (4) Bids must be in the Office of the Yakima County Commissioners on or before the bid time of 11:00 a.m. on Thursday, January 2, 2014 and will be opened shortly thereafter across the street at City Hall Council Chambers, since City/County functions are now merged

Specifications may be seen at the office of the Purchasing Manager, City of Yakima, 129 North Second Street, Yakima WA and/or the office of Clerk of the Board of Yakima County Commissioners, Yakima County Courthouse, 128 North Second Street, Room 232, Yakima, WA

Specifications may be obtained online at
www.yakimawa.gov/services/purchasing Click on Bid Openings.

<i>The Board reserves the right to reject any and all bids, or parts thereof.</i>

DONE this 19th Day of December, 2013.

(Seal)

Tiera Girard, Clerk of the Board

Publish: *Yakima Herald-Republic*: Thursday, December 19, 2013

**YAKIMA COUNTY
SPECIFICATIONS
FOR TWO (2) or more TRACK-TYPE TRACTORS
with Blades and Rippers**

**SCOPE OF TOTAL COST BID
BID NO. C11402**

The attached specifications for **TWO (2) or more Track-Type Tractor** shall be bid by the vendor as a total cost bid.

Yakima County is exempt from all Federal Excise Tax.

SPECIFICATIONS AND ACCESSORIES SHOWN BELOW:

The below specifications are for the purpose of establishing the type of equipment desired.

All prices quoted F.O.B., one (1) unit to Cheyne (CH) Landfill at 4970 Cheyne Road, Zillah, WA and one (1) unit to Terrace Heights (TH) Landfill at 7151 Roza Hill Drive, Yakima, WA.

Unit is to be completely serviced and ready for use when delivered.

“Exact Specifications” Column must be filled in by bidder for bid to be accepted.

All prices quoted must include equipment listed below.

Bidder to submit detailed specifications and illustration sheet showing specific equipment bid on. The equipment offered shall include all of the manufacturer's standard equipment for the model offered in addition to the items required by the specifications.

The bidder's facilities, qualified personnel, equipment, parts availability, and ability to completely service, maintain, overhaul and repair the equipment proposed will be an important consideration on the awarding of this bid.

The successful bidder shall maintain an adequate stock of normal replacement parts as indicated necessary for three (3) years of successful operation of same equipment bid.

The intended use of specified equipment will be for pushing solid waste and cover material, compacting waste, and ripping hardpan and Ellensburg formation type material. Of these activities, it primarily will be used for ripping and pushing cover material. Climate: -20°F in Winter to 110°F in Summer. Occasionally very windy with dusty conditions.

Bid Proposals must be received on or before: **Thursday, January 2, 2014 @ 11:00 am**

Bid Proposal shall be, mailed or hand delivered to: Yakima County Commissioner's Office, Room 232, located at 128 North Second Street, Yakima, WA 98901.

It shall be the duty of the bidder to submit his bid before the hour and date specified. Yakima County shall assume no responsibility for the delay in the U.S. Mail Service resulting in a bid being received late. Faxed or e-mailed bids will not be accepted.

Thank you for your consideration.

Christina Payer, Buyer I

INVITATION FOR TOTAL COST BID -- NOT AN ORDER

BID NO. C11402

CITY OF YAKIMA/YAKIMA COUNTY
PURCHASING DIVISION
129 NO. 2ND STREET
YAKIMA, WASHINGTON 98901
PHONE 575-6093

PLEASE BID ON THIS FORM.
RETURN MARKED "NO BID"
IF YOU CANNOT BID,
AND REASON IN ORDER TO
REMAIN ON VENDOR LIST.

DATE December 19, 2013

VENDOR _____

ADDRESS _____

BIDS WILL BE RECEIVED

UNTIL 11:00 a.m., Thurs., January 2, 2014

OPENING 11:00 a.m., Thurs., January 2, 2014

TO BIDDER:

PLEASE BID YOUR LOWEST PRICE, BEST DELIVERY DATE AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE BID. THE COUNTY INTENDS TO AWARD THIS CONTRACT WITHIN 90 CALENDAR DAYS.

BID FORM TOTAL COST BID

Yakima County ER&R is requesting a Total Cost Bid to purchase TWO (2) or more TRACK-TYPE TRACTORS with BLADES and RIPPERS per the attached specifications or approved and acceptable equal.

USED TRACK-TYPE TRACTOR

Bids on "Used Track-Type Tractors" may be for cash or trade-in, for inspection of used tractors, **#6041**, 2010 CAT D8T, Serial No. CAT00D8TLKPZ03613 and **#6042**, 2010 CAT D8T, Serial No. CAT00D8TEKPZ03694. Contact the Yakima County Shop, 1216 South 18th Street, Yakima, Washington or call (509) 574-2812. Yakima County will be trading in both of the above listed track-type tractors. Please designate on the bid form the cash or trade-in value for each of the above listed track-type tractors.

VENDOR ERROR: Any pricing, configuration, or other material errors discovered after bid opening must remain and cannot be adjusted.

The **undersigned** hereby certifies that he/she has read the attached specifications, including warranty, for total cost bid with Performance Bond and Bid guarantee, fully understanding the obligation intended, and desires to submit for your consideration said equipment that conforms to said specifications for the price of:

NOTE: This award will be based on bid Item 5 which reflects Yakima County's cost to own this machine.

ITEM
NO.

DESCRIPTION

1. MANUFACTURER _____ MODEL # _____

TWO (2) TRACK-TYPE TRACTORS

W/BLADE AND RIPPERS \$ _____ EA X 2 \$ _____

ITEM NO.	DESCRIPTION
2.	<p>The undersigned certifies that he has examined to his satisfaction, the trade-in tractors, equipment No. 6041 & No. 6042, and submits the following bid.</p> <p>Yakima County will not accept any offer of less than Two Hundred Fifteen Thousand Dollars (\$215,000.00/ea) for the Track-type Tractors. If your offer <u>exceeds</u> the minimum price, you must list your bid on the appropriate space (either B for cash or C for trade-in).</p> <p>A. Minimum bid: #6041 \$ _____ #6042 \$ _____ (If your bid equals or <u>exceeds</u> guaranteed bid, list below.)</p> <p>B. For Cash #6041 \$ _____ #6042 \$ _____ (This item is for vendors interested in purchase of trade-in when not supplying new unit.)</p> <p>C. For Trade-In #6041 \$ _____ #6042 \$ _____</p>
3.	<p>SUBTOTAL (Item 1 MINUS Item 2) \$ _____</p> <p>Washington State Sales Tax (Figured at _____%) \$ _____ (Figured on amount after deduction of trade-in)</p> <p>Total Net Bid \$ _____</p>
4.	<p>Guaranteed repurchase price at the end of 6,000 operating hours or three (3) years (whichever comes first). \$ _____</p>
5.	<p>Total Cost Bid: Item 3 MINUS Item 4 \$ _____</p>

Equipment will be delivered to Yakima County within _____ days barring any strikes, fires, inability to obtain materials, equipment or labor due to Federal Government restrictions, or act of God. If any of the above should occur, and after having written justifiable evidence, Yakima County will consider granting extra time in accordance to evidence, or reserves the option to accept the next low acceptable bid.

In the event that the successful bidder is on strike at the time of award of the bid, Yakima County reserves the option to accept the next low acceptable bid not on strike.

Demonstration: If deemed necessary by Yakima County, the accepted bidder shall give a complete demonstration of the machine offered by a competent operator at the time of delivery to Yakima County.

NON-COLLUSION DECLARATION

I, by signing the proposal or bid, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal or bid is submitted.
2. That by signing the signature page of this proposal or bid, I am deemed to have signed and have agreed to the provisions of this declaration.

SIGNATURE SHEET
Bid No. C11402
Two (2) or more Track Type Tractor
With Blades and Rippers

The bidder is hereby advised that by signing this signature sheet he/she is deemed to have acknowledged all requirements contained herein.

PROMPT PAYMENT DISCOUNT TERMS OFFERED _____% net _____days

****Receipt is hereby acknowledged of addendum(s) No. (s) _____, _____ & _____.**

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Firm Name

Address

Sign Name

Print Name

Date Signed

Phone Number

Fax Number

E-Mail Address

PROPOSAL MUST BE SIGNED →

SPECIFICATIONS
BID NO. C11402
Two (2) or more Track-type Tractor
With Blades and Rippers
Yakima County Solid Waste - ER&R

I. General Specifications

- A.** It is the intent and purpose of these specifications to describe Track-type Tractors with Blades and Rippers, in sufficient detail to secure bids on comparable equipment. All parts, which are necessary in order to provide a complete unit, ready for operation, shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.
- B. Brochures:**
Brochures and specifications for the actual unit being offered shall be included with bid package.
- C. Specify Manufacturer:**
Vendor shall specify the manufacturer of products being offered on the face of their Bid.
- D. Current Model:**
All equipment, parts and material shall be new, unused, manufacturer's latest model and in current production. All materials shall have physical and chemical properties to withstand the intended service. Equipment design shall have sufficient excess capacity for durability and safety.
- E. Best Modern Practices:**
All work, including design, shall be performed and completed in accordance with the best modern practices, further, no detail necessary for safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications.
- F. Exceptions:**
Specifications of the equipment bid shall be equal to or better than the specifications stated herein and all exceptions to these specifications shall be so listed on a separate sheet headed "EXCEPTIONS TO THE SPECIFICATIONS". Any Bid submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful vendor.
- Where "NO EXCEPTIONS" are shown, none will be allowed. No exceptions will be considered that may tend to devalue the equipment or give an individual bidder who is offering a lesser item a distinct advantage.
- G. Equal/Approved Equal:**
These specifications are intended to be precise where a specific make, model or trade name is requested. Whenever a make, model or trade name is used, it shall be that or equal, or approved equal. Equal or approved equal means that the make, model or trade name will be given consideration if they fulfill the same performance requirements. The County reserves the right to make the decision on acceptability. Each vendor shall clearly identify make, model or trade name of equipment bid on the face of his or her bid. Any equipment proposed as an equal to that herein specified must be substantiated with supporting data to justify such request for substitution.

H. More or Less:

Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bids shall be made on the various equipment in the quantities listed in the specifications. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the County be bound or limited to quantities listed.

I. Right to Reject/Accept:

Yakima County reserves the right to reject any or all bids or accept any presented which meet or exceed these specifications, and which would be in the best interest of the County and will not necessarily be bound to accept the low bid.

J. Bid Evaluation:

Evaluation of bids shall be based on cost, past experience with proposed manufacturer's service availability, parts availability, equipment design and functionalism and effect on productivity and vendor's supporting documentation.

K. Bidder shall be a manufacturer, or an appointed representative of a manufacturer, presently involved in the design, manufacture, and sale of Track Type Tractors; shall have a traceable record of performance of similar equipment during the five (5) years immediately preceding this bid; and shall have a demonstrated capability to provide local warranty and support services within forty-eight (48) hours after such services have been requested by Yakima County/City of Yakima.

L. Prior to awarding the contract, Yakima County and/or its representative(s) may inspect the manufacturing and service facilities of the apparent low bidder to verify that the apparent low bidder has the facilities, equipment, personnel, and experience to manufacture and support the equipment offered.

M. Right to Award:

The Yakima County reserves the right to make contract award on all groups of materials listed on the bid form or award based on any group or based on any combinations of groups.

Yakima County reserves the right to invoke RCW 39.30.040, which states that local government may consider tax revenues when it is required to make purchases from the lowest and best bidder.

N. Interlocal Purchasing:

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

II. Special Instructions

A. **Due Date:**

Bids shall be submitted to and date stamped by the Yakima County Clerk of the Board, County Courthouse, 128 North Second Street, Room 232, Yakima, WA 98901 by 11:00 a.m. on Thursday, January 2, 2014 in a sealed envelope labeled Bid No. C11402 with date of bid opening written on it. If you plan on attending the bid opening, DO NOT BRING YOUR BID WITH YOU INTO THE OPENING ROOM. It must be received and date stamped by the Clerk's Office.

B. **Unit Prices/FOB:**

Unit prices bid shall be net exclusive of all taxes; and must include all transportation, delivery and unloading costs fully prepaid F.O.B. destination, inside delivery.

C. **Warranty/Pre-delivery:**

Each unit shall carry full factory and/or manufacturer's warranty and complete pre-delivery service. Any materials provided and labor shall carry standard warranty coverage furnished in trade in general. Bidder shall state terms and conditions of guarantee/warranty.

D. **Factory Installed:**

All specified items shall be factory installed.

E. **Materials/Accessories Responsibility:**

The contractor shall be responsible for all materials and workmanship in the construction of the equipment and all accessories used, whether the same are manufactured by the contractor or purchased from supplier. This provision excludes tires, except insofar as such equipment is damaged by the failure of a part or component for which the contractor is responsible, or except insofar as the damage to such equipment is caused by the contractor during the manufacture or delivery of the equipment.

Parts and/or components damaged during transport shall be replaced with new parts and/or components by contractor at no additional cost to Yakima County. Repair of items damaged during transport shall not be acceptable without prior approval of Yakima County.

F. **Delivery:**

Each bidder is required to list on the proposal and/or Bid form the number of calendar days he expects delivery to be made at the destination, in terms of time interval, following placement of order. Time of delivery is important and will be considered in the evaluation of the Bids. Failure to include a specific number of calendar days may be sufficient grounds for rejection of Bid.

G. **Delivery Acceptance:**

Delivery will be accepted by Yakima County, FOB and prep included, 1216 South 18th Street, Yakima, Washington 98901, between the hours of 7:00 a.m. and 2:30 p.m. Monday through Thursday, ready for regular and safe operation. The successful Vendor's personnel making the delivery shall instruct County personnel in maintenance and proper operation of the equipment prior to their departure from the delivery site. All equipment shall have complete pre-delivery setup and service.

Delivery of the equipment shall be coordinated by contacting Dave Veley, Equipment Services Manager at 509-574-2405, at least one (1) week prior to delivery. Expenditures and/or damages resulting from failure by Vendor to comply with the specified delivery coordination requirements shall be the entire responsibility of the Vendor.

H. Vehicle Acceptance:

The vehicle shall remain the property of the successful bidder until accepted by Yakima County. Upon delivery, the vehicle shall thoroughly be tested in operation in the presence of an authorized representative of the County to check on the performance of the equipment and operation of the unit as a whole. The successful vendor shall make, at his own expense, any adjustments or alterations that may be required by the County as a result of the operation test.

I. Papers Required at Time of Delivery:

The successful vendor shall deliver all necessary papers required for licensing the unit. Two operator's manuals, two repair manuals, two shop type maintenance manuals, and factory warranty as well as any additional warranties shall be submitted to Dave Veley, Equipment Services Manager (509) 574-2405 at the time the unit is delivered. Also provide in CD or DVD format, if available. Failure to provide these manuals shall result in delay of payment.

J. Items to Accompany Delivery:

The following shall be delivered with the equipment. Failure to do so will result in payment being withheld until they are received.

1. Affidavit certifying compliance with requirements for unit body and frame materials per this specification. Affidavit shall identify unit by the manufacturer's serial number.
2. Actual weight and weight distribution for unit.
3. Unit, and all other warranties.
4. Manufacturer's statement of origin for unit.
5. Title application for unit per current State of Washington law, signed by seller. Enter legal owner and registered owner as:

Yakima County
128 N. 2nd Street
Yakima, WA 98901

K. Liquidated Damages – Late Delivery of Equipment:

It is expressly understood and agreed that as a result of the dangers inherent to the public and/or because of the monetary losses which will be sustained by the County as a result of failure to deliver the equipment described in the contract on time; that time is of the essence in the performance of this contract. It is agreed that damages resulting in late delivery can neither be accurately anticipated nor calculated.

In the event of the failure of the contractor to deliver the equipment in accordance with the schedule set forth in his Bid, the contractor may be held liable to the County as liquidated damages in the following amount for each day the equipment is delivered late: FIFTY DOLLARS (\$50.00) shall be deducted from the invoice for each calendar day that the unit is delivered late, and retained as liquidated damages. Any damages so imposed will be deducted from the contract amount.

- L.** Should contractor be obstructed or delayed in completing delivery or by any default, act or omission of Yakima County, or by strikes, fires, acts of God, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions, then the time of completion shall be extended for such periods as may be agreed upon by Yakima County and the contractor. Shall there be insufficient time to grant such extensions prior to completion date of the contract, Yakima County may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of the same.

Note: In the event that the successful bidder is on strike at the time of the award of the bid, Yakima County reserves the option to accept the first acceptable bid from a manufacturer that is not on strike.

M. Regulations and Codes:

To the extent applicable, all equipment or materials shall comply with Washington State vehicle regulations, Federal regulations, OSHA and WISHA requirements, to include EPA standards and County safety codes.

N. Payments:

Vendor is to submit properly completed invoice(s) to Yakima County, Accounts Payable, 128 North Second Street, Yakima, WA 98901. To insure prompt payment each invoice should cite purchase order number, bid number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the equipment, (b) properly completed invoice, and (c) all papers required to be delivered with equipment.

O. Points Not Addressed:

Bidders are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their units.

III. Technical – “Specifications Analysis”

**SPECIFICATIONS FOR TOTAL COST BID
TO BE INCORPORATED IN CONTRACT**

It is understood that:

- A.** Equipment purchased under this agreement will be operated by Yakima County personnel for pushing solid waste and cover material, compacting waste, and ripping hardpan and Ellensburg formation type material. When requested by Yakima County, the successful bidder shall provide a list of references of successful solid waste sites where the same equipment is or has been successfully used.
- B.** Yakima County will assume responsibility for all repair costs resulting from damage due to fire, windstorm, flood and rising waters, lighting, theft and pilferage, vandalism, accidents, and operators' and mechanics' negligence. Total cost of the repairs due to the above circumstances will not be included in computing the guaranteed maximum total cost of repairs covered under the contract.
- C.** The successful bidder shall pay for all repairs (including parts and labor) to the equipment covered by the manufacturer's warranty, and attached warranty.

- D. Yakima County will assume, at its expense, all costs to repair or replace all parts and components normally consumed in day-to-day operations such as: lubricating oil, filters of all types, grease, fuel, antifreeze, cutting edges, scarifier and ripper teeth, batteries, headlights, glass breakage, belts, brake linings, cleaning, and painting.
- E. Yakima County will maintain equipment in accordance with manufacturer's recommendations.
- F. The successful bidder has the right to inspect equipment during normal department working hours and make recommendations for repairs, improved maintenance, etc., in keeping with the requirements stated by the manufacturer in the shop manual for the maintenance and repair of the piece of equipment.
- G. Should the successful bidder not complete repairs within the scheduled time set by the manufacturer or total seven (7) normal Department working days (Sunday through Saturday) including time for parts ordered, whichever is less, machine of equal size and ability will be furnished to Yakima County at our rental rate for a comparable machine. If unable to supply a replacement machine, a daily charge of \$1,200 will be paid to Yakima County for each extra day.
- H. Yakima County shall have the right to sell, lease, trade or otherwise dispose of the equipment; however, if such action is taken, the successful bidder shall not be further bound by the provisions of this contract.
- I. The successful bidder guarantees that he will repurchase the machine from the Department at the end of 6,000 hours of operation, as recorded by the engine service meter or three (3) years, whichever occurs first, should the Department so request. The price to be paid to Yakima County for the repurchase by the successful bidder shall be included on the total cost bid proposal.
- J. The successful bidder must post a Performance Bond in the amount of one hundred percent (100%) of the amount of the guaranteed repurchase price of the equipment to guarantee that the successful bidder will fulfill all of his obligation under this agreement.
- K. All bids must be accompanied by a bid guarantee in the amount of five percent (5%) of the amount of the guaranteed repurchase price of the equipment, which guarantee may be in the form of certified check, cashiers' check, bank money order, bank draft of any national or state bank, or surety bond.

L. Technical Specification Analysis:

- i. Each bidder shall complete the "TECHNICAL SPECIFICATION ANALYSIS" section of the Bid Call and same shall be returned with the vendor's bid. Failure to do so will be cause for rejection of said bid.
- ii. Vendor shall check "YES" if they do comply 100% with that particular specification, or "NO" if they do not. If "NO" is checked, vendor must explain in the "COMMENTS" column on the right how their specification deviates. Checking "NO" on any item will not necessarily disallow vendors bid. The County shall be the sole judge as to whether an exception is acceptable or not.

MINIMUM SPECIFICATIONS

1) TRACK-TYPE TRACTOR

- a) The newest and latest current model and series that meets all OSHA and WISHA standards even if not so specified herein.
- b) Operating weight, including lubricants, coolant, full fuel tank, blade, rippers, rops cab, and **waste handling package** shall be a minimum of 87,500 pounds.

2) ENGINE

Diesel-powered model CAT C15 ACERT engine designed and built by the tractor's manufacturer.

- a) Flywheel horsepower 310 minimum at maximum of 2000 R.P.M.
- b) Cylinders – 6, Cycles –4.
- c) Cylinder displacement 928 cubic inches.
- d) Pressure lubrication with full-flow filtered oil.
- e) Dry-type air cleaner with primary and safety elements and precleaner.
- f) Aspirator.
- g) Muffler of adequate size and configuration to allow no more than a maximum noise level of 85 DBA at a 50-foot distance without deceleration of engine.
- h) 100-amp alternator.
- i) 24-volt direct electric starting.

EXACT SPECIFICATIONS

(Must be completed)

NAME _____

MODEL # _____

MINIMUM SPECIFICATIONS

2) ENGINE (Continued)

- j) Low temperature starting or other low temperature starting systems.
- k) Perforated engine enclosure guards.
- l) Heavy-duty radiator guard hinged for easy access.
- m) Radiator to be modular core for waste handling w/auto reversing fan.
- n) Under guard shield for radiator bottom (heavy duty).
- o) Exhaust stack with protection from precipitation.
- p) Crankcase guard extreme service.
- r) Must meet latest emission standards.

EXACT SPECIFICATIONS

(Must be completed)

3) TRANSMISSION

Shall be a 3-speed power shift design capable of unrestricted speed and direction changes under full load. Must be with Auto Shift and Auto-Kickdown. Operator must be able to pre-select a forward and reverse gear for directional changes, with Auto-Kickdown allows the transmission to automatically down-shift when the significant load increases are detected. Hydrostatic is not acceptable

- a) Speed and direction control must be on the same tiller control.
- b) Travel speeds shall be at least 6.6 mph in forward and 8.8 mph in reverse.
- c) Reverse speeds shall be faster than forward speeds.

MINIMUM SPECIFICATIONS

4) STEERING AND BRAKES

Steering shall be accomplished by differential steering with uninterrupted power to both tracks to help maintain blade loads and reduce cycle times.

Steering must be accomplished with single lever that also controls speed and direction.

Brakes to be lubricated with pressurized oil system for better durability, especially in slope work.

Brake engagement shall be possible with engine dead.

5) FINAL DRIVES

Final drives shall be elevated, isolating them from shock loads induced by work tools and ground conditions.

a) Floating ring seals or equivalent with adequate metal guarding to prevent damage by wire or plastic.

b) Sprocket to be segmented for easy servicing.

6) TRACK ROLLER FRAME UNDERCARRIAGE

a) Reinforced box section construction.

b) Lifetime lubricated rollers and idlers.

c) No carrier rollers to be included.

d) Eight (8) rollers each side.

e) Track guiding guards.

f) Front idler – extreme service guard.

g) Complete heavy-duty undercarriage.

EXACT SPECIFICATIONS

(Must be completed)

MINIMUM SPECIFICATIONS

7) TRACKS

- a) Lubricated pins and bushings in the tracks.
- b) Hydraulic track adjusters.
- c) Track components shall be of heavy-duty, heat-treated steel construction.
- d) Minimum ground contact area, 6,000 square inches.
- e) Front striker bar – To prevent debris from riding up on tracks.
- f) Width of shoe – 24 inches extreme service with trapezoidal holes to reduce refuse packaging within the track and shall also reduce chain tightening and accelerated pin and bushing wear. Trapezoidal holes shall help prevent packing by allowing the sprocket to punch out dirt and debris (Round Holes NOT acceptable).

8) HYDRAULIC SYSTEM

- a) A minimum four-valve hydraulic system to sufficiently operate a U-dozer blade with tilt cylinder or dual tilt and multi-shank ripper.
- b) Completely sealed and protected by full flow filters and return oil filters.
- c) All lines to be steel tubing and high pressure hose with flange fittings at connections in protective cover guards.

EXACT SPECIFICATIONS

(Must be completed)

MINIMUM SPECIFICATIONS

EXACT SPECIFICATIONS

(Must be completed)

9) BLADE

- | | | |
|----|---|------------------|
| a) | U-Blade minimum dimensions
Width – 14'-0"
Height - 5'9" with trash screen
to 7'3"
Ground clearance - 4'-0" |

 |
| b) | Tilt cylinder – minimum tilt 25" |
 |
| c) | Quick drop valve for blade |
 |
| d) | Cutting edges to be of heat-treated
steel and reversible |
 |
| e) | Moldboard to be heat treated and
backed by multiple box sections |
 |
| f) | Tilt cylinder lines shall be mounted
in push arms and lead directly up
from push arm into the cylinder
for protection and include cylinder
line guards. |
 |
| g) | All hydraulic cylinders to be
double action | |

10) RIPPERS

- | | | |
|----|--|-------|
| a) | Multi-shank parallelogram ripper | _____ |
| b) | Two (2) shanks with replaceable tips | _____ |
| c) | Pilot controlled tilt | _____ |
| d) | Minimum clearance – 24". Ripper to have bottom side of arms enclosed to keep trash from getting into hoses and valves. | _____ |
| e) | Tool beam – welded box section steel | _____ |
| f) | All hydraulic cylinders to be double acting | _____ |

MINIMUM SPECIFICATIONS

EXACT SPECIFICATIONS

(Must be completed)**11) ROPS CAB**

- a) Meets all OSHA Standards with roll-over protection
- b) Fully enclosed, sound suppressed, with roof-mounted air conditioning unit to maintain the temperature within the cab of 70° year around
- c) Doors and windows – dual accessibility, windshields and windows to be safety glass and of adequate size and area to facilitate 360° visibility from the normal operator position – accesses lockable
- d) Steps and handrails for accessibility
- e) Bucket-type air suspension seat, adjustable for height and fore-aft
- f) Defroster fan, front and rear windows
- g) Windshield wipers, front and rear windows
- h) Warn-a-light strobe – Mode 650, amber color, 360° visibility, 12-volt VDC, mounted on cab or equal
- i) AM/FM radio

12) GENERAL

- a) Fuel tank, minimum 170 gallons
- b) Water filtration system shall be included in the fuel line between the fuel tank and engine
- c) Lights: 3 high-intensity discharge and 5 halogen work lamps (4 on top of dozer lift cylinders facing forward, 2 on ROPS facing forward, and on fuel tank facing rear)
- d) Engine hour meter gauge

MINIMUM SPECIFICATIONS**12) GENERAL (Continued)**

- e) Engine water temperature gauge
- f) Engine oil pressure gauge
- g) Torque converter oil temperature gauge
- h) Electronic backup alarm

EXACT SPECIFICATIONS**(Must be completed)**

Vandalism protection for the following with 3/8-inch size hole for lock

- i) Oil filter
- j) Fuel tank
- k) Hydraulic tank
- l) Radiator
- m) Transmission/Filler
- n) Toolbox – lockable

13) FIRE EXTINGUISHING SYSTEM

- a) Permanently installed automatic fire protection system to be approved by County Engineer
- b) Three (3) manual overrides for activation and shutoff, one (1) to be activated from operator's seat with 3 cylinders and 12 nozzles and ONE (1) outside equipment frames
- c) One (1) inside Cab-mounted 5 lb. dry chemical type fire extinguisher on quick release holder

MINIMUM SPECIFICATIONS

14) CAMERA SYSTEM

- a) 115 degree color camera with 7 inch LCD Color screen
- b) Display monitor, mounting brackets, Video coax cables and a harness to power system.
- c) Machine to have factory installed ready for Machine Control System Compatibility and use of GPS System.

EXACT SPECIFICATIONS

(Must be completed)

15) MANUALS AND PART BOOKS

The seller shall furnish ONE (1) copies of the following at the time of delivery of the equipment:

- a) Operator's Manual and Service and Repair Manual
- b) Parts Book – CD ROM showing all parts and part numbers of all the components of machine bid

Exhibit A

TRACK-TYPE TRACTOR WITH U-BLADE AND RIPPERS SHALL BE GUARANTEED UNDER THE FOLLOWING WARRANTY

WARRANTY

The dealer warrants these track-type tractors with u-blade and rippers to be free from latent and patent defects in material and workmanship, and guarantees that he will give continuous and efficient service under the specified conditions, for a period of thirty-six (36) months or 6,000 hours after delivery of track-type tractor with u-blade and rippers to Yakima County.

The dealer further agrees to replace promptly without cost to Yakima County during a period of thirty-six (36) months from date of this delivery all parts failing because of wear or breakage, except for ripper tips, undercarriage/track components (sprockets, trackpins, bogey wheels) chains/rails (excluding pin seals), moldboards and cutting edges due to operating this track-type tractor with u-blade and rippers under severe conditions for which this class of equipment is designated and with operators employed by Yakima County. Such replacements will not be made as a result of breakage caused by accidents or negligence on the part of Yakima County.

The dealer further agrees to have track-type tractor with u-blade and rippers inspected and/or adjusted by a competent serviceman whenever requested by Yakima County or as specified in maintenance manuals during the period of thirty-six (36) months warranty. An inspection report shall be made out by the dealer and filed with the Yakima County Shop Foreman within five (5) working days after each inspection.

Dealer's warranty will be abrogated if Yakima County fails to follow maintenance instructions contained in Operator's Instruction Books, which will be furnished upon delivery of equipment to Yakima County.

Dealer to provide information as to its capability to provide parts and perform service 24 hours a day, seven (7) days per week, year round. The Division does not keep back-up or duplicate equipment and 7-day operation of solid waste is vital for health and environmental welfare.

Please provide a statement from the Manufacturer stating any warranty issues if the proposed equipment were to use a B80 or up to a 20% biodiesel blend.

Exhibit B

SAMPLE BID BOND FORM

Herewith find deposit in the form of a certified check, cashiers check, cash, or bid bond in the amount of \$_____ which amount is not less than five percent of the total bid without tax.

Sign Here _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as principal, and _____, as Surety, are held and firmly bound unto Yakima County, as Oblige, in the penal sum of \$_____ Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Oblige shall make any award to the Principal for _____ according to the terms of the proposal or bid made by the Principal 23therefore, and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Oblige; or if the Principal shall, in case of failure so to do, pay and forfeit to the Oblige the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Oblige, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20__.

Principal

Surety

_____, 20__.

Received return of deposit in the sum of \$_____.

(Signed)

SAMPLE PERFORMANCE BOND

TO YAKIMA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____

as Principal, and _____

a corporation organized and existing under the laws of the State of _____,
as a surety corporation, and qualified under the laws of the State of Washington to become
surety upon bonds of contractors with municipal corporations, as surety, are jointly and
severally held and firmly bound to YAKIMA COUNTY in the penal sum of \$ _____
_____ for the payment of which sum on demand we bind ourselves and our
successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington,
the Ordinances of YAKIMA COUNTY.

DATED at Yakima, Washington, this _____ day of _____, 20____.

Nevertheless, the conditions of the above obligations are such that:

WHEREAS, pursuant to action taken by the Board of Yakima County Commissioners on
_____, 20 ____, the Board of County Commissioners and Clerk of the Board of
the YAKIMA COUNTY has let or is about to let to the said _____
the above bounden Principal, a certain contract, the said contract being numbered _____
_____ and providing for _____
_____ (which contract is referred to herein and is made a part hereof as though attached
hereto), and,

WHEREAS, the said Principal has accepted, or is about to accept, the said contract,
and undertake to perform the work therein provided for in the manner and within the time set
forth;

NOW, THEREFORE, if the said _____ shall faithfully
perform all of the provisions of said contract in the manner and within the time therein set forth,
or with such extensions of time as may be granted under said contract, and shall pay all
laborers, mechanics, sub-contractors and material men, and all persons who shall supply said
principal of sub-contractors with provisions and supplies for the carrying on of said work, and
shall hold said YAKIMA COUNTY harmless from any loss or damage occasioned to any
person or shall supply said principal or sub-contractors with provisions and supplies for the
carrying on of said work, and shall hold said YAKIMA COUNTY , its officers, employees and
agents, harmless from any loss or damage occasioned to any person or property by reason of

any carelessness or negligence on the part of said principal, or any sub-contractor in the performance of said work, and shall indemnify and hold YAKIMA COUNTY, its officers, employees and agents, harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by YAKIMA COUNTY, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved:

**YAKIMA COUNTY
GENERAL PROVISIONS
(A PART OF ALL INVITATION TO BID DOCUMENTS)**

These General Provisions, the Specifications, the Invitation to Bid/Quote form and any attachments, constitutes the bid document, and will be considered as one document.

1. Laws and Regulations

The contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

2. Acceptance

The County reserves the right to reject any or all quotations, to waive any technicalities and informalities, and to accept or reject all or any part of this quotation at prices shown.

All bids/quotes must remain open for acceptance by the County for a period of at least 60 calendar days from the date of opening of the bids/quotes, unless otherwise stated.

3. Bid/Quote Submittals

Bids and quotes shall be submitted on the attached forms only. Extra pages and literature may be added to this package; however, the package shall be returned intact as received.

All prices and notations must be typewritten or written in ink, with no erasures permitted. Mistakes may be crossed out and corrections written adjacent thereto, and must be initialed in ink by person signing quotation. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

If applicable, unit prices for all items, all extensions, and the total amount of bid or quote must be shown. In the instance of a discrepancy between the unit price and the total price, the unit price shall govern. Any pricing, configuration, or other errors discovered after bid/quote opening or quotation due date must remain and cannot be adjusted.

4. Change Orders

Change Orders for material or services will be without effect unless issued and authorized in writing by the Purchasing Manager.

5. Quality Standards

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered, provided the offeror specifies the brand, model and other data for comparison with their bid/quote. Yakima County will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

6. Delivery

Time is of the essence and this order is subject to cancellation by Yakima County for Vendor's failure to deliver on time. For any exception to the delivery date specified in this order, Vendor shall give prior written notification and obtain written approval from the City/County Purchasing Manager. The acceptance by the County of later performance with or without objection or reservation shall neither waive the County's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by

Vendor. All quotations shall include delivery F.O.B. destination, freight pre-paid, unless otherwise stated in this "Bid Call" or "Invitation to Quote" at the designated address set forth in the proposal given to each bidder. When shipping addresses specify room identification, Vendor shall make such delivery thereto without additional charge. If the County grants specific authorization to ship goods F.O.B. Shipping Point, Vendor agrees to prepay all shipping charges, route the goods by cheapest common carrier, and bill the County as a separate item on the invoice for said charges. It is also agreed the County reserves the right, at its sole option, to refuse COD Shipments.

7. Identification

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices and other written documents relating to this order. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.

8. Payment

Vendor is to submit properly completed invoice(s) and mail to address specified at the time of order

To insure prompt payment, each invoice should cite purchase order number, bid/quote number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the product or service and (b) a properly completed invoice.

9. Risk of Loss

Regardless of the F.O.B. Point specified above, Vendor agrees to bear all risk of loss, injury, or destruction of goods ordered herein which occur prior to actual physical delivery to the County, and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

10. Force Majeure

Vendor will not be responsible for delays in delivery due to acts of God, fire, Strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

11. Rejection

All goods and any services purchased in this order are subject to approval by the County. Rejection of goods or services, resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by the County or returned, will be at Vendor's risk and expense.

C11308 Sphinx Logon Manager Software, Support & Maintenance

12. Approximate Quantity

The quantities listed are the County's current approximate requirements. Yakima County will neither be obligated by, nor restricted to, these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid/Quote. If it is agreeable to both parties and prices have not changed and the same unit/materials are still available, additional units/materials may be ordered within 12 months of the signing of the original agreement.

13. Cooperative Purchasing

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

14. Samples

Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

15. Inspection

Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the vendor.

16. Hazardous Materials

If this order covers goods, which include hazardous chemicals, Vendor shall, at the time of product delivery, provide the County with copies of Material Safety Data Sheets for such chemicals. These sheets shall be in the form then required by applicable law or regulation (See WAC 296-62-05413). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

17. Public Disclosure

Proposals shall become the property of Yakima County. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is in any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Vendors, Yakima County will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure. Yakima County will consider a Vendor's request for exemption from disclosure; however, Yakima County will make a decision predicated upon RCW 42.56.

18. Warranties

Vendor warrants that all goods and services furnished under this order are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Vendor's warranties (and any more favorable warranties, service policies, or similar undertaking of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.

19. Re-Award

When the contract is terminated by the vendor upon 30 days notice as herein provided, the County may re-award the contract to the next most responsible bidder.

When a vendor is unable to supply goods and/or services to the County and is in breach of the contract, or when the contract is terminated by the County for cause as herein provided, the County reserves the right to re-award the contract to the next most responsible bidder.

20. Errors and Omissions

The County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

21. Late Receipt of Bid/Quote Documents

Bids and/or quotations and modifications received after the exact hour and date specified for receipt of bids and/or quotations will not be considered (i.e. if bid was due by 2:00 PM, any bids received after 2:00:00 PM will be rejected).

22. Licenses

If applicable, successful vendor shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.

In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/quote.

23. Delivery of Unapproved Substitutions

Vendors are authorized to ship only those items ordered covered by the contract. If a review of orders placed by the County reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the Purchasing Manager will take such steps as are necessary to have the item(s) returned to the contractor at no cost to the County regardless of the time lapsed between the date of delivery and discovery of the violation. Violation of this clause may result in the removal of the offending vendor's name from the County mailing list for a period of up to three (3) years.

24. "No Bids"

Vendors who are unable to or do not wish to submit a bid and are encouraged to respond by notating their bid "NO BID" on page one of the "BID CALL" and mailing it to the City of Yakima Clerk's Office, 129 North 2nd Street, Yakima, Washington, 98901, with the Bid/Quote due date and time written on the face of the envelope. It is the County's practice that if no response to a bid is received by a vendor after two consecutive mailings, the vendor will be deleted from our vendor's mailing list for that type of commodity item.

25. Non-Collusion

The Bidder represents, by the submission of their Proposal, that the prices in this bid/quote are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

26. Evaluation of Bid/Quote

In the evaluation of otherwise responsible bids/quotes, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract and provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

27. Taxes

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The County is exempt from Federal Excise Tax. Where applicable, the County shall furnish a Federal Excise Tax Exemption certificate.

28. Non-Discrimination

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, age, marital status, disability, sex, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, age, marital status, disability, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the contractor's commitment to non-discrimination, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will furnish all information and reports required by Yakima County and will provide on request evidence to substantiate compliance with non-discrimination clauses of this contract.
- E. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for any future Yakima County contracts.

29. Termination - Convenience

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

30. Termination - Cause

The County reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement. In addition to the foregoing right of termination, the County may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

31. Delay of an Award

If, after bid/quote opening, administration problems threaten to delay award beyond the bidder's acceptance period, bidders shall be requested to extend the bid/quote acceptance period. This request must be made and confirmed in writing prior to the expiration date of their bids/quotes (with consent of sureties, if any) to avoid the need to re-advertise.

32. Venue

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for Yakima County. This Agreement shall be governed by the laws of the State of Washington.

33. Defense and Indemnity Agreement

The vendor agrees to defend, indemnify and save harmless Yakima County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account to damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

34. Permits

The vendor shall procure and pay for all permits and licenses necessary for the completion of the Contract, including those permits required by Yakima County. In the event a necessary permit is not obtained, the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

35. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

36. Waiver

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

37. Entire Agreement

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understanding between the parties.

38. Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the vendor is submitting a formal protest. The protest shall be filed with the Yakima City/County Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, faxed to 509-576-6394 or emailed to sue.ownby@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. **Protests before award** shall be filed five (5) days before the solicitation due date, and **protests after the award** shall be filed five (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the vendor:

Step I Purchasing Manager and Department Head of solicitation try resolving matter with protestor. All available facts will be considered and the City/County Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting vendor.

Step II If still unresolved, within three (3) business days after receipt, the protest may be appealed to the Board of Yakima County Commissioners. The Board of County Commissioners shall make a determination in writing to the vendor.

Grounds for Protest

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, conflict of interest;
- Solicitation unduly constrains competition or contains inadequate or improper criteria;
- Errors in computing score;
- Non-compliance with procedures described in the solicitation or County Policy.

Protest Determination

Each review and determination of the protest shall issue a decision that either:

- Finds the protest lacking in merit and upholds the award; or
- Finds only technical or harmless errors in the acquisition process and determines the County to be in substantial compliance and therefore reject the protest; or
- Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to a contract that remedies the protest finding; or
- Makes other findings and determines other courses of action as appropriate.

Timeframe

Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

Award Announcement

Purchasing shall announce the successful bidder via City/County Purchasing Website, e-mail, fax, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by Purchasing. Though every effort will be made by Purchasing to distribute the announcement to the interested vendors, Purchasing is not responsible to assure that vendors receive the announcement. It is the responsibility of the vendors to obtain the announcement from Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the County determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the County.

If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protestor and others who may be concerned.

The County retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

39. Qualified Bids

The General Terms and Conditions and Supplemental Terms and Conditions included in this bid document will govern the performance of the work. No other terms and conditions will be accepted. Bids that are conditioned in any way, or Bids that take exception in any way to the City of Yakima's General and Supplemental Terms and Conditions, may result in the Bid being considered non-responsive.

40. Proprietary Material Submitted

Any information contained in the bid/RFP submitted that is proprietary must be clearly designated. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a vendor's bid, the City of Yakima will comply according to the Open Public Records Act, Chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.